

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2017 - 19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD  
AUTHORIZING THE CITY MANAGER TO EXECUTE A DESIGN SERVICES  
AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND PINTO + PARTNERS LLC  
FOR A REVITALIZATION PLAN FOR CENTRAL FAIRFIELD AND THE LINEAR  
PARK CORRIDOR AND UPDATING THE FISCAL YEAR 2016/2017 BUDGET**

**WHEREAS**, the City Council adopted the 2016 Work Plan, which includes the Community Spaces Initiative; and

**WHEREAS**, one of initiatives' goals is to increase the use of Linear Park Trail between Pennsylvania and Dover Avenues; and

**WHEREAS**, the City has selected Pinto + Partners LLC to assist the City in preparing a Revitalization Plan for Central Fairfield and the Linear Park Corridor for a not to exceed fee of \$310,000; and

**WHEREAS**, the revised appropriation constitutes an update to the 2016/2017 Budget approved pursuant to Resolution No. 2016-171.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

Section 1. The City Manager is authorized to enter into an Agreement Pinto + Partners LLC for a Revitalization Plan for Central Fairfield and the Linear Park Corridor in an amount not to exceed \$310,000.

Section 2. The Director of Public Works is hereby authorized implement the above mentioned Agreement.

Section 3. The City Council hereby approves that appropriation of \$310,000 in unrestricted fund balance in Fund 263 AB1600 Parks transferred to Fund 251 Parks Capital Projects Division and Responsibility Code 99378 (Linear Park Trail) for a Revitalization Plan for Central Fairfield and the Linear Park Corridor.

	FY16-17 Adopted	FY16-17 Revised
Fund 263 AB1600 Parks Transferred to Fund 251 Parks Capital Projects Linear Park Trail	\$0	\$310,000.00
Fund 251 99378 Parks Capital Projects Linear Park Trail (TOTAL)	\$0	\$310,000.00

**PASSED AND ADOPTED** this 17th day of January, 2017, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NONE

NOES: COUNCILMEMBERS: NONE

NONE

ABSENT: COUNCILMEMBERS: NONE

NONE

ABSTAIN: COUNCILMEMBERS:

  
MAYOR

ATTEST:

  
CITY CLERK  
pw

### **AGREEMENT FOR DESIGN SERVICES**

THIS AGREEMENT is made at Fairfield, California, as of January 24 2017, by and between the City of Fairfield, a municipal corporation (the "CITY") and Pinto + Partners LLC ("CONSULTANT"), who agree as follows:

1) **SERVICES**. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT**. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT**. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS**. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS**. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **EXHIBITS**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) **TERM**. This agreement shall be in effect until the scope of work is completed.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: 

David A. White  
City Manager

*COM*

CONSULTANT

By: 

## **FAIRFIELD LINEAR PARK CORRIDOR CONCEPT PLAN**

Proposed Scope of Work (Revised)

November 15, 2016

### **Approach**

This proposed scope of work aims to develop a viable conceptual plan for Fairfield Linear Park Corridor. Given that we recognize the constraints and challenges of this Project, we see this as both a planning exercise for the surrounding community, and as a landscape/mobility plan for the actual Corridor. This area is an important area between the downtown and the new development proposed for North Fairfield.

Given our team's experience with many infill redevelopment projects across California and the US, we understand that the ultimate success of any work associated with the Corridor must start with a sound foundation in planning for stabilizing the surrounding neighborhood, look to creating vibrant nodes at key intersections, creating "eyes on the park", and provide more options for accessibility and mobility than currently exists.

Our scope of work is developed with these primary objectives in mind. The proposed scope of work is designed to use strong community engagement, collaboration with the City and other agencies, and meaningful dialogue with adjacent property owners in order to illuminate and catalyze the great opportunities that we see in this Project. The scope of work has been broken down into six (6) major tasks. They are as follows:

### **TASK 1: EXISTING CONDITIONS ANALYSIS**

This task sets the stage for development analysis. Its primary purpose is so set the project schedule and scope, establish a strong working relationship with the city staff and all involved stakeholders, and to identify all planning, site, open space, and transportation issues as they pertain to the program development of the linear park. It will also require a detailed schedule that defines all the deliverables, community meetings and workshops necessary for the development of the Concept Plan.

#### **Task 1.1 Review Scope of Work, Deliverables, Project Schedule and Community Engagement**

- Review proposed scope, deliverables, and protocols with Project Development Team at Project Kick-Off Meeting
- Develop and confirm appropriate review processes/committees etc... that are necessary to maintain efficient development of the Project.
- Review all project deliverables, public meetings with various stakeholders, interviews, and workshops.

### **Task 1.2 Refine Project Area Boundaries and Site Tour**

This task is to work with the City on clear identification of boundaries for the study area, considering such factors as the presence of land uses adjacent to the corridor that will benefit from and/or have an impact on the use of the linear park corridor itself, the presence of nearby vacant and/or underutilized land that should be considered as part of the study area, for its potential future development and the relationship to the linear park corridor, and the locations of Census Tract and Block Group boundaries that could facilitate in collection of background data for the study.

- Consultant/Project Development Team will conduct a Site Tour of the entire site area and surrounding neighborhoods to establish appropriate boundary. This may either occur at the start of the project or after/tandem with the kick-off meeting.

### **Task 1.3 Review of Existing Documents and Current Planning**

The Consultant team recognizes the importance of reviewing all previous and ongoing reports, plans and documents that have impacted or incorporated the right of way. This work would include but not be limited to:

- Fairfield Trails System and Linear Park Master Plan
- Department of Water Resources Right of Way
- Solano Land Trust Conservation Easement
- Heart of Fairfield Work Program
- Land Use Plan-Fairfield Train Station Specific Plan
- Villages at Fairfield

Other items that would be reviewed would be:

- Review of previous plans, EIR reports, and design guidelines including an evaluation of any market and economic aspects contained within these studies.
- Review the planning of current planning efforts by the City, other public agencies undergoing planning impacting the project area.

### **Task 1.4 Define Existing Conditions**

#### *Site Issues*

- Develop through GIS mapping of the project area including existing land uses, utilities, easements, plant materials, natural habitat, ecology, and drainage that are in and surround the Corridor.
- Identify pedestrian routes, key pedestrian and vehicular linkages, gateways, and key open spaces to connect the City.
- Key review of the Solano Land Trust conservation easement and other easements to understand exactly what they entail for the Project.

### *Economic Background Assessment*

This work will be scoped depending on the City's interests and the project needs. It will provide an overview of the current status of the surrounding neighborhoods to determine baseline conditions for the Project Area. It will include:

- Evaluation of existing property values adjacent to the linear park corridor
- Analysis of the household characteristics and population demographics of the people living near the linear park corridor,
- Identification of business activity near the corridor, and/or background real estate market trends and conditions analysis to assist in identifying appropriate uses for land around the corridor (and possibly within the corridor) that would contribute to animating and activating the area.
- Identify all owners/renters in the Project Area.

### *Transportation and Mobility Assessment*

- Review of previous transportation reports and analysis of existing conditions in regards to transit, bike and pedestrian movement, and LOS analysis of existing intersections and roadways in and/or near the Project Area.

### *Infrastructure Assessment*

- Consultant to review all existing infrastructure/utilities and their R.O.W.
- Ensure baseline capacity needs are met for site drainage, water detention etc...
- City and County records to be researched to identify any potential hazards/issues for underground infrastructure or from the former use as a rail corridor
- Based on available as-built information, easement constraints, and review of existing environmental information, prepare a base civil utility map utilizing provided GIS right-of-way and parcel information, indicating approximate location and sizes of existing underground civil utility facilities and constraints to fully developing the corridor.

### *Deliverables:*

- 8.5 x 11 Existing Conditions Technical Memorandum in PDF digital format with associated text/diagrams
- Site visit by Consultant Team/City to review existing conditions and establish Project Boundary
- Review of all existing and current planning
- Preparation of GIS base maps

### *Meetings:*

- One (1) Kick Off Meeting to review Scope, Project Schedule and Protocols
- One (1) Site Tour Meeting to establish Project Boundary
- Meeting(s) with Project Development Team

## **TASK 2: KEY OPPORTUNITIES AND CONSTRAINTS ANALYSIS**

This task will involve reviewing all previous planning work and studies from Task 1 to develop a visual opportunities and constraints mapping. This work will help define what is possible as well as identifying key issues for the Consultant team to consider.

A detailed area and site analysis looking at key issues and opportunities including but not limited to historical modifications, potential opportunity sites and roadway connections, multi-modal opportunities, drainage patterns, watersheds, views, history and character will be done and used within the life of the project.

The Corridor currently is very long with little connections between the blocks. The analysis will look to see how roads can be re-opened and connected across, as well as additional connections between and through properties. Issues such as vagrancy, homelessness, crime, and lack of recreation amenities will be identified and mapped.

Ideas and recommendations developed in these studies will help to inform and coordinate design and planning strategies for the Conceptual Plan development in the next task. These strategies will be outlined in a technical memorandum.

### *Deliverables:*

- 8.5 x 11 Technical Memorandum with text/associated diagrams summarizing Key Opportunities and Constraints in PDF digital format.

### *Meetings:*

- Meeting(s) with Project Development Team
- One (1) Meeting with Key Stakeholders

## **TASK 3: PLANNING FRAMEWORK DEVELOPMENT**

Our Team believes that a successful Concept Plan cannot be done without a planning framework for the surrounding area. This knowledge becomes the basis for how the development and stabilization of the surrounding neighborhood and creating “Eyes on the Park” can impact the development not only of the Corridor but the broader City in very positive ways.

This task includes the development of a strategic framework for the Corridor. The plan will consist of a series of maps showing existing trails public parks, open space and plazas, view corridors, and transportation routes. This map will show possible future linkages, opportunity sites and land uses. A key part of this work will be to confirm key goals and objectives through a series of stakeholder and community meetings, as well as from information already known by the City.

Consultant team will evaluate the Conservation Easement along the R.O.W. In our experience working with other easements in the Bay Area (such as Tidelands Trust at Treasure Island), opportunities may exist to swap land/open space to help redevelop parts of the Corridor. This strategy of land swap has proven useful and effective in many of our projects.

The work developed from the this important task will be used to in Task 4 for the actual Linear Park Corridor Concept Plan.

### **Task 3.1 Confirm Key Project Goals and Objectives**

This task will to be work with the City, key stakeholders, and the broader community through meetings to confirm key goals and objectives for the Project. It will serve to inform the community about the Project, help identify other key issues that the Consultant team was previously not aware of, and serve to start an important dialogue with key property owners along the Corridor.

### **Task 3.2 Planning Framework Development**

This task includes working with the City, key stakeholders and the community through meetings and workshops to help understand different potentials and possibilities of future development sites, joint development opportunities, open spaces and their networks, districts, and public access. This process will help to build consensus to help develop the strategic planning framework that will integrate transportation, open space, and land use decisions for all aspects of the Corridor. It will include:

#### *Identification of Appropriate Uses for Adjacent Land*

This work will take into account the previous existing conditions analysis, site opportunities and issues, as well, as well as the Consultant teams experience with other similar project studies, including case studies from other communities in order to help identify the appropriate uses for the adjacent land along the Corridor.

#### *Programs for the Corridor Itself*

This work will identify actual programs, both in the form of active and passive recreation, and will seek to balance between the local and City needs of the community. Other programs for consideration will be providing new educational/school opportunities, reviewing partnerships with local churches, and other public uses for community benefit.

#### *Transportation and Mobility Choices*

Identifying how different modes can be address by the Corridor and how to make better connections to the surrounding community. Key areas to address will be how to create new mid-block connections that are safe and viable, how to incorporate the new transit center, and how to increase general pedestrian safety both in and around the Corridor.



*Infrastructure Strategy*

This work will be to establish an infrastructure framework that works with the current Department of Water Resources pipeline and easement, as well as other private easements that currently exist. The work will also be used to assess baseline sustainability for stormwater detention and use.

**Task 3.3 Community Pop-Up Workshops**

Consultant team will develop content and format, coordinate logistics, and prepare collateral materials for two pop-up workshops to effectively engage community members. The two workshops will take place on the same day at existing centers of high activity near the corridor, which may include the Solano Town Center and Fairfield High School.

At each workshop community members will be provided with an opportunity to learn about the study and its objectives. Attendees will also be able to provide feedback on the corridor's existing conditions and share their ideas for improving the corridor. Consultant will coordinate with the City and project team to develop and design printed materials for the workshops such as flyers and informational fact sheets.

Consultant will develop a comprehensive summary for each pop-up workshop, which will include all feedback received and be used for the development of the Concept Plan. An online engagement tool will be developed to continue outreach and gain feedback from the public during the course of the Project.

*Deliverables:*

- 8.5 x 11 Planning Framework Technical Memorandum in PDF digital format that outlines overall planning strategy for the Project Area and states established goals and objectives for the Linear Park Corridor Concept Plan in the next Task.
- Online Engagement Tool that will provide information about the Linear Park Corridor Study and provide community members with an opportunity to review and provide feedback on the study's design concepts. It is assumed that this will be linked to the City's website.

*Meetings:*

- Project Development Team Meeting(s)
- Two (2) Public Pop-Up Workshops
- One (1) Meeting with Key Stakeholders

#### **TASK 4: CONCEPT LINEAR PARK PLAN DEVELOPMENT**

This task is the culmination of the work in the previous task and will result in the initial development of up to three (3) preliminary options for the overall Linear Park Corridor. These options will define adjacent and uses, landscape character elements and programs, and mobility options/choices.

After review and input from the City, Planning Commission, key stakeholders and the public through the online engagement tool, key aspects of each will be used to develop one final Concept Plan that will outline the following:

- Provide project landscape and planning precedents and compile reference imagery and comparable project metrics.
- Conceptual plan development for the linear park area and adjacent land-uses—specifically at key intersections such as Pennsylvania Avenue, Fairfield Avenue and Union Avenue.
- Defined programs and character for all open space along the Corridor, trails, recreation and non-motorized intermodal transit.
- Conceptual plan development of safe pedestrian interfaces options at the interfaces of Pennsylvania Avenue, Fairfield Avenue, Union Avenue, and W. Texas Street.
- Mobility/Circulation diagram of the Project Area describing key modes of transit, bike and pedestrian ways to ensure greater efficiency and accessibility.
- Define key elements for a way-finding signage program.
- Development of a Conceptual Statement of Probable Construction costs for selected option.

The Concept Plan will contain illustrative plans, sections, and important areas of highlighted areas detailing the key aspects of the Linear Park Corridor Project Area. The Statement of Probable Costs will be based upon current construction and other previous examples of similar type work.

#### *Deliverables:*

- Linear Park Corridor Concept Plan with all items as described in the above task with associated text, diagrams, and illustrations in digital PDF format.

#### *Meetings:*

- Project Development Team Meeting(s)
- One (1) Meeting with Key Stakeholders

#### **TASK 5: IMPLEMENTATION STRATEGY**

This task will involve identifying implementation strategies for the Conceptual Plan(s). This work would determine next steps such as funding identification, update to the General Plan, Specific Plan, or Zoning Amendments. It may also involve determine a set of phased projects and strategies that can be used and implemented early and carried forward in a community based planning effort. The key aspect of this work will be to help the City identify key grant funding and other sources/partnerships to enable the implementation for the next steps for the Project.

##### *Deliverables:*

- Identification and strategy for a package of project proposals that implement elements of the conceptual linkage plan.
- Identification of potential grant funding

##### *Meetings:*

- Project Development Team Meeting
- One (1) Meeting with Key Stakeholders
- One (1) Presentation to City Planning Commission

#### **TASK 6: DRAFT & FINAL REPORT**

Preparation of final report document that synthesizes and coordinates all the planning work done within this study into one easily usable document. All previous memorandums will be included as appendices to the report. The Final Report will be produced in distinct chapters so as to help facilitate grant-funding or presentations on specific topics. The goal is to produce a flexible document that can be used by the City to discuss the Project with a wide-variety of institutions, agencies, communities and constituencies.

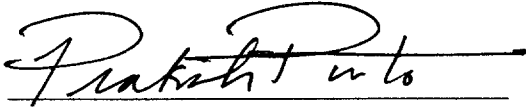
##### *Deliverables:*

- Final 8.5 x 11 Report in PDF digital form.

##### *Meetings:*

- One (1) Presentation to the City Council

Signatures:

A handwritten signature in black ink, reading "Prakash Pinto", written over a horizontal line.

Prakash Pinto, Managing Principal

Pinto + Partners LLC  
825 Page Street  
Suite 102  
Berkeley, CA 94710  
[prakash@pintoandpartners.com](mailto:prakash@pintoandpartners.com)  
415.871.4636

# PINTO + PARTNERS

November 14, 2016

## 11 Month Schedule

2017

Jan

Feb

Mar

Apr

May

Jun

Jul

Aug

Sep

Oct

Nov

Dec

### 1. Existing Conditions Analysis

- Review Scope of Work, Deliverables, Project Schedule.
- Refine Project Area/ Site Tour
- Review Existing Documents & Current Planning
- Conduct Existing Conditions Analysis

### 2. Key Opportunities & Constraints

### 3. Planning Framework

- Confirm Key Project Goals & Objectives
- Planning Framework Development

### 4. Linear Park Corridor Concept Plan

### 5. Implementation Strategy

### 6. Draft & Final Report

#### Stakeholder Meetings (half-day meetings)

#### Community Pop-Up workshops (two)

#### Planning Commission/ City Council meetings (two meetings)

#### Project Development Team Meetings



Existing Conditions Memorandum



Key Opportunities and Constraints Memorandum



Planning Framework Memorandum



Concept Plan



Draft Final Report

[www.pintoandpartners.com](http://www.pintoandpartners.com)

## **EXHIBIT "B"**

### **PAYMENT**

1) The total contract price for services rendered by CONSULTANT under this Agreement shall be on a time and materials basis, not-to-exceed three-hundred ten-thousand dollars (\$310,000).

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the Manager of Park Planning for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by the CITY and CONSULTANT, and shall be billed on a time and materials basis.

P I N T O + P A R T N E R S

November 14, 2016

Mr. Fred Beiner  
City of Fairfield  
1000 Webster Street, 3<sup>rd</sup> Floor  
Fairfield CA 94533-4883

**Re: Revised Fee Proposal for Linear Park Corridor Study with Concept Drawings  
RFP**

Dear Fred,

We are very pleased to submit this revised not-to-exceed Fee Proposal based upon our discussions on the Scope of Work in our Proposal dated October 11, 2016 and submitted under separate cover. We proposed the following fee to cover the 11-month planning schedule:

**F E E   P R O P O S A L**

Task 1: Project Start Up/Existing Conditions Analysis.....	\$50,000
Task 2: Key Opportunities and Constraints Analysis.....	\$30,000
Task 3: Planning Framework Development.....	\$55,000
Task 4: Concept Linear Park Plan Development.....	\$115,000
Task 5: Implementation Strategy.....	\$15,000
Task 6: Draft and Final Report Preparation.....	\$40,000
Task 7: Expenses.....	\$5,000*

*\*Expenses include mileage travel, tolls, postage, office printing costs associated with the Project and large format printing for Community Workshops.*

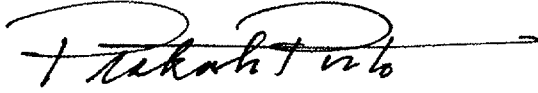
*Expenses do not include the following: printing costs associated for key stakeholder or Project Development Team meetings, website costs, direct mailing costs for public meetings, rental for equipment or space, refreshments, hard copies of technical memorandums or reports for submission.*

Not-To-Exceed Total: \$310,000

PINTO + PARTNERS

Please feel free to call me at any time to discuss our proposal and answer any questions you may have. We are very excited to get started working with you and the City of Fairfield.

Kind Regards,

A handwritten signature in black ink, appearing to read 'Prakash Pinto', with a long horizontal flourish extending to the right.

Prakash Pinto AIA AICP LEED AP

Principal

Pinto + Partners LLC  
825 Page Street  
Suite 102  
Berkeley, CA 94710  
[prakash@pintoandpartners.com](mailto:prakash@pintoandpartners.com)  
415.871.4636  
Taxpayer ID: # 46-50221353



## **EXHIBIT "C"**

### **GENERAL PROVISIONS**

1) **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) **LICENSES; PERMITS; ETC.** CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) **TIME.** CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) **CONSULTANT NOT AN AGENT.** Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) **PERSONNEL.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) **STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11)PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13)CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

#### 1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

#### 2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☒ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$ \_\_\_\_\_
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$ \_\_\_\_\_.

### 3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.